



# Swisscom (Switzerland) Ltd warranty terms

## 1. Scope

These warranty terms apply to all devices (including accessories as well as used and subsequently refurbished devices, e.g. 'refreshed smartphones') sold by Swisscom (Switzerland) Ltd (hereinafter 'Swisscom') from its device portfolio for residential customers (hereinafter 'devices'). Devices that are given away free of charge as part of promotions are subject to the warranty terms communicated in each case.

## 2. Duration and content

The warranty period is based on the information on the delivery note or sales receipt. In the event of defects, the customer may contact the point of sale or the relevant Swisscom customer service. The bringing, sending and collection of the device are at the expense of the buyer, even in the event of a claim under warranty.

**If there is a defect, Swisscom may provide its warranty service by replacing the device with an equivalent one or by rectifying the defect.**

Swisscom may replace defective devices/parts with new or as-new devices/parts. Replaced devices/parts become the property of Swisscom. If the customer does not return such a replaced device within the period specified by Swisscom, Swisscom is entitled to bill the customer for the current replacement value of the device.

In cases where Swisscom provides a warranty service, **Swisscom will issue a warranty of six months on the repaired or replaced device; if the original warranty period extends beyond six months, this shall be valid. These warranty periods are not interrupted or renewed by any warranty services.**

On receipt of the repaired device, the customer will immediately inspect it in order to ensure it is operating effectively. If the defect has not been resolved, Swisscom will provide the warranty service again at the request of the customer. If the defect is still not rectified by repair or replacement despite repeated attempts, the customer will only be entitled to withdraw from the contract and demand repayment of the purchase price subject to the following cumulative conditions:

- Return of the device
- Deactivation of any activation locks
- as far as technically possible, deletion of personal data

It is not considered a defect if the customer is not or no longer able to use certain functions of the device due to the technical configuration of the telecommunications networks. Moreover, Swisscom provides no guarantee for the uninterrupted operation of the device.

**The provision of these warranty services applies in place of the warranty claims and related claim compensation rights set out in the Swiss Code of Obligations.**

## 3. Restrictions

**The guarantee or warranty excludes**

- **Operating materials and consumables**, such as batteries, operating instructions etc.
- **Defects resulting from normal wear and tear, improper handling** or deliberate or negligent damage caused by the customer or third parties
- **Defects that appear to have been caused by the effects of liquids, moisture or other external factors** (damage from dropping, pressure, impact or transport).

For devices sold as 'water-resistant', 'water-repellent' or similar, the scope of protection against water damage is based on the manufacturer's specifications. If this protection decreases due to wear or external influences, the guarantee or warranty will exclude liquid and moisture damage.

The warranty is rendered void in the event of interventions that are not carried out by Swisscom or by a partner authorised by Swisscom or by the manufacturer (hereinafter 'authorised partner').

## 4. Data backup and data deletion on the device

**The backup of data (photos, contacts, etc.) and the deletion of this data on the device are the sole responsibility of the customer, and in the event of failure to do so or inadequate performance, the customer shall bear all corresponding consequences** (e.g. loss of data, knowledge of existing data on the device by Swisscom or by an authorised partner).

If Swisscom or an authorised partner carries out a data backup or data deletion, the guarantee for the success and completeness of the backup or deletion is excluded. Any claims and – to the extent permitted by law – any liability are excluded.

## 5. Data processing by Swisscom

Information on data processing by Swisscom can be found at [swisscom.ch/privacy](https://swisscom.ch/privacy).